

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM700283

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Santinelli International, Inc.		12/29/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Markets LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6228528	SIOS	
<b>Registration Number:</b>	6180689	SIMPLIFY OPTICAL	
<b>Registration Number:</b>	3684853	SANTINELLI INTERNATIONAL	
<b>Registration Number:</b>	3684854	S	
<b>Registration Number:</b>	3523157	PERFECTING THE ART INSIDE THE FRAME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@katten.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 W. Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	337968-00231		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		
<b>SIGNATURE:</b>	/Oscar Ruiz/		
<b>DATE SIGNED:</b>	01/06/2022		
<b>Total Attachments: 5</b>			

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2021, is entered into by **SANTINELLI INTERNATIONAL, INC.**, a New York corporation (the “Grantor”), in favor of **GOLUB CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

### **RECITALS**

**WHEREAS**, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of February 1, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, pursuant to which, among other things, Grantor has become obligated in respect of the Obligations; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of April 13, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in and to all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement,

misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

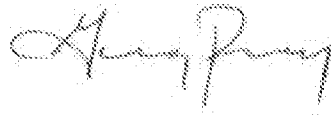
This Trademark Security Agreement constitutes a Loan Document. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

This Trademark Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles. The terms of Sections 12.9 (“Governing Law”) and 12.13 (“Waiver of Jury Trial”) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of page intentionally left blank; signature page follows.]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**SANTINELLI INTERNATIONAL, INC.**

A handwritten signature in cursive script, appearing to read "George Parry", rendered in a dotted or stippled font style.

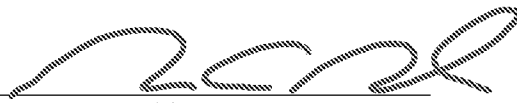
By:

Name: George Parry

Title: Vice President

Acknowledged:

**GOLUB CAPITAL MARKETS LLC,**  
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

**Schedule 1 to  
Trademark Security Agreement**

**U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/ Applicant</b>
SIOS	88087896	8/22/18	6228528	12/22/20	Registered	Santinelli International, Inc.
SIMPLY OPTICAL	88087914	8/22/18	6180689	10/20/20	Registered	Santinelli International, Inc.
SANTINELLI INTERNATIONAL	77172261	5/3/07	3684853	9/22/09	Renewed (Registered)	Santinelli International, Inc.
S	77172273	5/3/07	3684854	9/22/09	Renewed (Registered)	Santinelli International, Inc.
PERFECTING THE ART INSIDE THE FRAME	77166796	4/26/07	3523157	10/28/08	Renewed (Registered)	Santinelli International, Inc.